

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/03/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FATE INVESTMENTS LLC		03/03/2011	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Red Sky Morning, LLC		
Street Address:	8500 Zuni Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80260		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3257685	FATE	
CORRESPONDENCE DATA			
Fax Number:	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-607-3500		
Email:	trademarkdnvr@faegre.com		
Correspondent Name:	Jennifer Daniel Collins		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	3200 Wells Fargo Center		
Address Line 4:	Denver, COLORADO 80203-4532		
ATTORNEY DOCKET NUMBER:	84700-387291		
NAME OF SUBMITTER:	Jennifer Daniel Collins		

OP \$40.00 3257685

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**TRADEMARK
 REEL: 004491 FRAME: 0346**

Signature:	/Jennifer Daniel Collins/
Date:	03/04/2011
Total Attachments: 1 source=Fate Trademark Assignment to Red Sky#page1.tif	

Schedule 1

TRADEMARK ASSIGNMENT

(NUNC PRO TUNC)

Whereas, Fate Investments LLC, a Colorado limited liability company having a place of business at 1700 Broadway Suite 2020, Denver, Colorado ("Assignor") owns the trademark Registration Number 3,257,685 for FATE, registered in the U.S. Patent and Trademark Office on July 3, 2007 ("Trademark");

Whereas, Red Sky Morning, LLC a Colorado limited liability company with its principal place of business at 8500 Zuni Street, Denver, Colorado 80260, ("Assignee") is desirous of acquiring said mark and the registration thereof; and

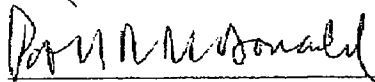
Whereas, pursuant to and as set forth in that certain Asset Purchase Agreement between Assignor and Assignee dated March 3, 2011 ("Effective Date"), Assignor assigns the trademark FATE, the registration thereof and the goodwill associated therewith to Assignee;

Now, therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee as of the Effective Date, all right, title and interest in and to the Trademark throughout the world, the above-identified registration thereof, including all applications to register the Trademark and rights to register or to use the same worldwide, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such registered trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

In testimony Whereof, Assignor, as represented by one of its of officers, has signed this instrument as of the Effective Date.

Assignor:

Fate Investments LLC

By: 

Name: Patrick McDonald

Title: Managing Member